

STEVE COOLEY LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

May 10, 2011

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

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May 10, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY TO APPLY FOR AUGMENTATION FUNDS FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY (Cal EMA) FOR THE VICTIM WITNESS ASSISTANCE PROGRAM (VWAP) AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR (FY) 2010-11 ALL DISTRICTS (4-VOTES)

SUBJECT

Recommendation to approve and authorize the District Attorney's Office to enter into Grant Award Amendment No. 1 for FY 2010-11 Victim Witness Assistance Program (VWAP) augmentation funds (VOCA and VAWA) and approve an appropriation adjustment in the amount of \$386,000 to supplement the District Attorney's FY 2010-11 salary and employee benefits and services and supplies budget.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to submit a Grant Award Amendment to Cal EMA for VWAP augmentation funds effective February 1, 2011, in the amount of \$515,224; and amend the current Agreement (copy attached) with the City of Los Angeles (City) to allocate a portion of the augmentation for their participation in the VWAP. The DA's share of these funds is \$386,418 (75%) and the City's share is \$128,806 (25%) as a subgrantee. There is no required match for this grant.
- 2. Approve the attached Budget Adjustment in the amount of \$386,000 which represents the DA's budget to supplement the salaries and employee benefits in the amount of \$328,000 and services and supplies appropriation in the amount of \$58,000 in the DA's 2010-11 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue VWAP's commitment to assist underserved victims of crime by alleviating trauma and the devastating effects of crime on the lives of victims and their families.

On January 31, 2011, the District Attorney received notification that Los Angeles County's VWAP will receive \$289,668 in additional VOCA funds and \$225,556 in Violence Against Women Act (VAWA) funds pending approval of a grant award amendment. The total augmentation award is \$515,224. The original allocation for VWAP was \$3,427,269 plus augmentation of \$515,224 totals \$3,942,493 to Los Angeles County.

Board authorization to complete the grant award amendment process and to accept FY 2010-11 augmentation funds is requested in order to comply with County and Cal EMA requirements.

<u>Implementation of Strategic Plan Goals</u>

Approval of the recommended actions is consistent with Los Angeles County's Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customeroriented and efficient public services, and Strategic Plan Goal No. 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

The DA requests approval to accept VWAP augmentation funding in the amount of \$515,224, (effective February 1, 2011). Of this amount, the DA will receive \$386,418 (75%) as additional revenue and the City will receive \$128,806 (25%) of the augmentation. The DA requests approval of an appropriation adjustment for the amount of \$386,000. DA funds will be used to fund \$328,000 in salaries and employee benefits and \$58,000 for services and supplies.

In light of the State budget situation, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a subgrantee, are contingent on the availability of State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code §13835.2, VWAP has been the major provider of comprehensive services to victims of crime since 1977. VWAP was established to implement a decentralized, prosecution-based victim assistance program to provide

The Honorable Board of Supervisors 5/10/2011 Page 3

mandatory and optional victim services throughout Los Angeles County.

VWAP is structured to meet the needs of victims and witnesses as they enter the criminal justice system, to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, Victim Services Representatives (VSR) provide direct services to victims of all types of crimes. They also assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection and relocation.

The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services including assistance to the families of homicide victims, victims of gang-related crimes, and child victims. Currently, the DA's VWAP provides victim services at 27 victim service centers, and the City Attorney's Victim Assistance Program operates another 10 victim service centers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter to Ms. Patricia Orozco, Grants Unit, District Attorney's Office, 201 N. Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Orozco at (213) 202-7651.

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Respectfully submitted,

STEVE COOLEY

District Attorney

S.L. Com

VC

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor/Controller

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 370 NO.

DEPARTMENT OF DISTRICT ATTORNEY

April 21, 2011

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

4 - VOTES

SOURCES

USES

DISTRICT ATTORNEY A01 - DA - 90 - 9031 - 14030 Federal Grants - \$386,000 **INCREASE REVENUE**

DISTRICT ATTORNEY A01 - DA - 1000 - 14030 Salaries and Employee Benefits - \$328,000 **INCREASE APPROPRIATION**

DISTRICT ATTORNEY A01 - DA - 2000 - 14030 Services and Supplies - \$58,000 **INCREASE APPROPRIATION**

SOURCES TOTAL: \$ \$386,000

USES TOTAL: \$ \$386,000

AUTHORIZED SIGNATURE Norbert Ruiz

JUSTIFICATION

Reflects an increase in appropriation and revenue for the Victim Witness Assistance Program, VOCA and VAWA, to fund the salaries and employee benefits and services and supplies appropriations.

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

May 10, 2011

SACHI A. HAMAI **EXECUTIVE OFFICER**

REFERRED	TO THE CHIEF	
EXECUTIVE	OFFICER FOR	

ACTION

APPROVED AS REQUESTED

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

B.A. NO. 183

CHIEF EXECUTIVE OFFICER

april 27 2011

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

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COUNTY OF LOS ANGELES STATE OF CALIFORNIA

AGREEMENT FOR THE VICTIM-WITNESS **ASSISTANCE PROGRAM**

THIS AGREEMENT, is made and entered into this July . 2010, in the City of Los Angeles, California, by and between the COUNTY of Los Angeles, a county and political subdivision of the State of California (herein after referred to as the COUNTY), and the CITY OF LOS ANGELES, a chartered municipality organized under the law of the State of California (hereinafter referred to as the CITY), and both of whom collectively are referred to as the PARTIES: WHEREAS, the COUNTY, pursuant to Penal Code Section 13835, et seq., has designated its Office of the District Attorney through its Victim-Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and WHEREAS, the State of California's Emergency Management Agency (hereinafter referred to as Cal EMA) has awarded the COUNTY funds in the amount of \$3,427,269 to provide victim-witness services, of which \$2,570,452 will be utilized by the **COUNTY**; the remainder of funds, \$856,817, will be allocated to the City Attorney, as a subgrantee, for Fiscal Year 2010-11 beginning July 1, 2010 and ending June 30. 2011; and: WHEREAS, the Cal EMA has established Program guidelines which

provide that there will be only one Program provider in each county; and

WHEREAS, the CITY desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney, Van Nuys City Hall, San

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Pedro City Hall, and at the following Los Angeles Police Stations: 77th Street, Newton,
West Los Angeles, Northeast, North Hollywood, Hollenbeck, and Wilshire Divisions; and

WHEREAS, the CITY has the capability of providing such services; and the COUNTY desires for the CITY to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1. SCOPE OF SERVICES:

The CITY shall provide services that are primary to the maintenance of a comprehensive center responsive to the basic needs of victims and witnesses. As required by Penal Code Section 13835.4, the CITY shall carry out all of the following activities in delivering services:

- Services to victims and witnesses of all types of crimes and survivors of homicide victims;
- Translation for non-English speaking victims and witnesses;
- Follow-up contact with clients;
- Field visits whenever necessary to provide services;
- Volunteer participation to encourage community involvement;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

The CITY shall provide the following two categories of victim/witness services: mandatory services and optional services:

A. Mandatory Services:

- crisis intervention
- emergency assistance

July 1, 2010 and shall terminate on June 30, 2011. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from the Cal EMA.

3. COMPENSATION:

In consideration for the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed \$856,817 for Fiscal Year (FY) 2010-11.

Payments shall constitute full and complete compensation for the CITY's services under this Agreement. The COUNTY will pay the CITY from the funds the COUNTY receives from the Cal EMA. Any such payments shall be contingent upon the availability of the Cal EMA funds and shall not be charged upon any other COUNTY funds.

4. ADMINISTRATION OF AGREEMENT:

- A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the COUNTY's Project Director, who shall have full authority to act for the COUNTY in the administration of this Agreement consistent with the provisions contained herein.
- B. The City Attorney, or his designated representative, is designated as the CITY's Project Director, who shall have full authority to act for the CITY in the administration of this Agreement consistent with the provisions contained herein.
- C. The COUNTY's Victim Witness Assistance Program and the CITY's

 Victim Assistance Program will closely coordinate services and will adhere to all

 provisions of the Agreement set forth in the grant proposal. Should either of the

 PARTIES become aware of issues of mutual concern or conflicts, the PARTIES agree

 to meet and confer to determine the best possible resolution in the interests of the client
 population the programs serve.

5. COMPLIANCE WITH LAWS & DIRECTIVES:

All PARTIES agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. All PARTIES agree to comply with the guidelines set forth in the Cal EMA Recipient Handbook, which can be found at <a href="http://www.calema.ca.gov/WebPage/oeswebsite.nsf/OESBranchContentPortal?ReadForm&type=Recipient Handbooks@look=Grant Applications and Proposals RFAs/RFPs)&Div=Public+Safety+and+Victim+Services&Branch=Grant Applications and Proposals (RFAs/RFPs)&Recipient Handbooks and which is incorporated herein to this Agreement.

6. DISCRIMINATION:

No person shall, on the grounds of race, sex, creed, color or natural origin, be excluded from participation in, or be refused the benefits of, any activities, programs or employment supported by this Agreement.

7. ACCOUNTING:

The CITY must establish and maintain on a current basis an adequate accounting system in accordance with the U.S. General Accounting Office Standards for audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office.

8. CHANGES IN AGREEMENT AMOUNT:

The COUNTY reserves the right to reduce the Agreement amount when the COUNTY's fiscal monitoring indicates that the CITY's rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the CITY. Such changes shall be effective upon written notice to the CITY and the COUNTY Project Director.

9. AUDIT PROVISIONS:

The CITY shall comply with the Cal EMA Recipient Handbook, Section

of the total grant award for the financial audit cost. The CITY shall make available to the COUNTY, the Controller of the State of California, the Cal EMA and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

8151 (b), in securing a financial audit. The CITY may budget up to 1.5 percent (1.5%)

11. PROGRAM EVALUATION AND INSPECTION:

The CITY shall permit the COUNTY, and authorized representatives of the Cal EMA, to inspect and review its facilities and program operations from time to time as may be requested by the COUNTY and the Cal EMA. Said representatives may monitor the operations of this Agreement to ensure compliance with all applicable laws and regulations. In the event that any such inspection reveals violation of any provision of this Agreement and the CITY fails to correct any such violation to the satisfaction of the COUNTY within a reasonable time, not to exceed ten (10) days, the COUNTY may unilaterally terminate this Agreement by giving the CITY ten (10) days written notice of such termination.

12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:

The CITY agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate COUNTY, State or Federal audit agencies, the CITY shall be responsible for complying with such exceptions and paying the COUNTY the full amount of the liability incurred by the COUNTY to the Cal EMA from such audit exceptions.

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13. TERMINATION AND TERMINATION COSTS:

This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. The COUNTY may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in the Cal EMA funding for the Agreement activity. In such event, the CITY shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent the Cal EMA funds are available. All remaining funds not compensated to the CITY by termination of this Agreement will revert back to the COUNTY. Payment shall be made only upon filing with the COUNTY, by the CITY, of vouchers evidencing the time expended and said cost incurred. Said vouchers must be filed with the COUNTY within thirty (30) days of the date of said termination.

14. <u>INDEPENDENT STATUS:</u>

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agent of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

15. ASSIGNMENT:

No performance of this Agreement or any section thereof may be assigned or subcontracted by the CITY without the express written consent of the COUNTY and any attempt by the CITY to assign or subcontract any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

16. HOLD HARMLESS:

- A. Neither the **COUNTY** nor any office or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its officers and employees, harmless from any liability occurring by reason of anything done or omitted to be done by the **CITY** or any officer or employee thereof under or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement.
- B. Neither the CITY, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, the COUNTY shall indemnify and hold the CITY, its officers and employees, harmless from any liability imposed by reason of anything done or omitted to be done by the COUNTY, or any officer or employee thereof, under or in connection with any authority or jurisdiction delegated to the COUNTY under this Agreement.

17. **MONITORING**:

The **COUNTY** shall have the authority to cause regular monitoring of this Agreement to verify that the **CITY** is operating in accordance with the grant award and the services to be performed thereto.

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18. NOTICES:

follows:

Notices and other correspondence shall be sent to the COUNTY as

STEVE COOLEY

District Attorney County of Los Angeles 210 West Temple Street, Suite 18-709 Los Angeles, CA 90012

Notices and other correspondence shall be sent to the CITY as follows:

CARMEN TRUTANICH

City Attorney
City of Los Angeles
800 City Hall East
200 North Main Street, 8th Floor
Los Angeles, CA 90012

19. WAIVER:

No waiver by the **COUNTY** of any breach of any provision of this

Agreement shall constitute a waiver of any other breach or of such provision. Failure of
the **COUNTY** to enforce at any time, or from time to time, any provision of this

Agreement shall not be construed as a waiver thereof. The rights and remedies set
forth in this sub-paragraph shall not be exclusive and are in addition to any other rights
and remedies provided by law or under this Agreement.

20. <u>ALTERATION OF TERMS:</u>

This writing fully expresses all understandings between the PARTIES concerning the matters covered herein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the PARTIES, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both PARTIES.

21. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. The **PARTIES** agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

IN WITNESS WHEREOF, the COUNTY and the CITY of Los Angeles enter into this Agreement for the Victim Witness Assistance Program to be signed by its duly authorized officers, as of the date set forth below.

County of Los Angeles

Steve Cooley, District Attorney

Date: 5/03/10

APPROVED AS TO FORM BY COUNTY COUNSEL:

ANDREA SHERIDAN ORDIN

Jennifer A.D. Lehman

Principal Deputy County Counsel

City of Los Angeles

Carmen Trutanich, City Attorney

Date: 8-18-10

Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department:	District Attorney	

Grant Project Title and Description VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)

The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 19,000 victims annually.

Funding Agency State California Emergency Management Agency (Cal EMA)	Program (Fed. Grant # /State Bill or Code #) Penal Code Section 13835 et seq.	Grant Acceptance Deadline N/A
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Total Amount of Grant Funding: \$386,418 augmentation County Match: N/A							
Grant Period: Begin Number of Personnel Hired Under This Grant	n Date: July '	1, 2010 Full Time:		: June 30 Part Time			
Obligations Imposed on the County When the Grant Expires							
Will all personnel hired for this program be informed this is a grant-funded program? Yes X No							
Will all personnel hired for this program be placed on temporary ("N") items? Yes X No							
Is the County obligated to continue this program after the grant expires? Yes No _X				No <u>X</u>			
If the County is not obligated to continue this program after the grant expires, the Department will:							
a) Absorb the program cost without reducing other services Yes No _X				No <u>X</u>			
b) Identify other revenue sources			Yes	No <u>X</u>			
(Describe)c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No							
Impact of additional personnel on existing space: None.							

Department Head Signature Motorf Naturb Date 427/11